

# EXHIBIT E



# Lloyd's Certificate

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**This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

**Zodiac Insurance Services, Inc.**

**Email: Dwash@zodiacinsurance.com**

**Phone: 856-396-6500**



## CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1.....	5%	66 - 69.....	29%	154 - 156.....	53%	256 - 260.....	77%
2.....	6	70 - 73.....	30	157 - 160.....	54	261 - 264.....	78
3 - 4.....	7	74 - 76.....	31	161 - 164.....	55	265 - 269.....	79
5 - 6.....	8	77 - 80.....	32	165 - 167.....	56	270 - 273 ( 9 mos ).....	80
7 - 8.....	9	81 - 83.....	33	168 - 171.....	57	274 - 278.....	81
9 - 10.....	10	84 - 87.....	34	172 - 175.....	58	279 - 282.....	82
11 - 12.....	11	88 - 91 ( 3 mos ).....	35	176 - 178.....	59	283 - 287.....	83
13 - 14.....	12	92 - 94.....	36	179 - 182 ( 6 mos ).....	60	288 - 291.....	84
15 - 16.....	13	95 - 98.....	37	183 - 187.....	61	292 - 296.....	85
17 - 18.....	14	99 - 102.....	38	188 - 191.....	62	297 - 301.....	86
19 - 20.....	15	103 - 105.....	39	192 - 196.....	63	302 - 305 ( 10 mos ).....	87
21 - 22.....	16	106 - 109.....	40	197 - 200.....	64	306 - 310.....	88
23 - 25.....	17	110 - 113.....	41	201 - 205.....	65	311 - 314.....	89
26 - 29.....	18	114 - 116.....	42	206 - 209.....	66	315 - 319.....	90
30 - 32 ( 1 mos ).....	19	117 - 120.....	43	210 - 214 ( 7 mos ).....	67	320 - 323.....	91
33 - 36.....	20	121 - 124 ( 4 mos ).....	44	215 - 218.....	68	324 - 328.....	92
37 - 40.....	21	125 - 127.....	45	219 - 223.....	69	329 - 332.....	93
41 - 43.....	22	128 - 131.....	46	224 - 228.....	70	333 - 337 ( 11 mos ).....	94
44 - 47.....	23	132 - 135.....	47	229 - 232.....	71	338 - 342.....	95
48 - 51.....	24	136 - 138.....	48	233 - 237.....	72	343 - 346.....	96
52 - 54.....	25	139 - 142.....	49	238 - 241.....	73	347 - 351.....	97
55 - 58.....	26	143 - 146.....	50	242 - 246 ( 8 mos ).....	74	352 - 355.....	98
59 - 62 ( 2 mos ).....	27	147 - 149.....	51	247 - 250.....	75	356 - 360.....	99
63 - 65.....	28	150 - 153 ( 5 mos ).....	52	251 - 255.....	76	361 - 365 ( 12 mos ).....	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
  1. Determine full annual premium as for insurance written for a term of one year.

2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.



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Correspondent for Lloyd's London

24/08/00

NMA2868

Policy Number: ZISGL01

UMR: B1102K0019418000

**DECLARATIONS****GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMITE OF LIABILITY UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY DEFENSE COSTS OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the Named Insured and the Underwriters.

"THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS."

Surplus Lines Producer: Zodiac Insurance      Surplus Lines License No.: 1215574

Item 1.      **Named Insured:**                      542 Holding Corp; 60G 542 Broadway Owner LLC  
                  **Address:**                                      542 Broadway New York, NY 10012

Item 2.      **Policy Period:**  
                  **From:**                                      03/18/2019  
                  **To:**    03/18/2020

Both dates at 12:01 a.m. Local Time at the Address stated in Item 1.

Item 3.      **Limit of Liability :**

**A. Bodily Injury, Property Damage, Personal Injury and Advertising Injury:**

- |  |           |
|--|-----------|
| a) Limit of Liability each <b>Accident</b> or/and offense includes <b>Claims Expenses</b> , but sublimited to: | \$ 10,000 |
| i. Fire Legal Liability each <b>Claim</b> includes <b>Claims Expenses</b> .                                    | N/A       |
| ii. Medical Payments each <b>Claim</b>   | Excluded  |
| b) <b>Policy Aggregate Limit of Liability</b> includes <b>Claims Expenses</b> , but sublimited to:             | \$ 10,000 |
| i. Fire Legal Liability each <b>Claim</b> includes <b>Claims Expenses</b> .                                    | N/A       |
| ii. Medical Payments each <b>Claim</b>   | Excluded  |

**B. Policy Aggregate Limit of Liability** includes **Claims Expenses**                                      \$ 10,000

Item 4.      Each **Claim Deductible** includes **Claims Expenses:**                                      \$ 10,000

Policy Number: ZISGL01

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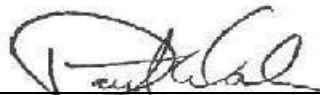
- Item 5. Premium (**FULLY EARNED AT INCEPTION**): \$ 12,000  
Surplus Lines Tax: \$ 432  
Stamping Fee: \$ 20.40  
Filing Fee: \$ 50
- Item 6. Extended Reporting Period NIL
- Item 7. Notification under this Policy:  
Email: claims@beazley.com Beazley Group  
Fax: 866.910.1397 Attention: Claims  
Phone: 888.222.1123 30 Batterson Park Drive  
Farmington, CT 06032
- Item 8. Terrorism Coverage: N/A
- Item 9. Service of process in any suit shall be made upon:  
Mendes & Mount  
750 Seventh Avenue  
New York, New York 10019-6829  
United States of America
- Item 10. Choice of Law: NY
- Item 11. Covered Activities:  
Operation of Rental Operations as described and submitted to  
Zodiac Insurance Services
- Item 12. Retroactive Date: 05/12/2015

Policy Number: ZISGL01

UMR: B1102K0019418000

- Item 13. Endorsements Effective at Inception
1. Exclusion of Certified Acts of Terrorism CG 21 73 01 08
  2. Nuclear Energy Liability Exclusion Endorsement IL 00 21 09 08
  3. U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders IL P 001 01 04
  4. Lloyd's Privacy Policy Statement LSW1135B
  5. Sanction Limitation and Exclusion Clause LMA3100
  6. Service of Suit Clause (U.S.A.) – NMA1998
  7. Zodiac Insurance, General Exclusion Endorsement
  8. U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause LMA5219
  9. General Change: In consideration of premiums charge, it is understood and agreed that the policy limits for the time period of 5/12/15 to 5/12/16 shall be \$3,000,000. All other terms and conditions remain unchanged.

The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.



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Correspondent for Lloyd's London

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03/18/2019

Date



**GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

**NOTICE:** This is a Claims Made and Reported Policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to those **Claims** which are first made against the **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**. **Damages** and **Claims Expenses** shall be applied against the Deductible. **Claims Expenses** are within and reduce the Limit of Liability under this policy. Certain words and phrases which appear in bold type have special meaning; please refer to Section VI., Definitions. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of premium and reliance upon the statements, representations and warranties made in the application which is made a part of this insurance policy (hereinafter referred to as the "Policy" or "insurance") and subject to the Limit of Liability, exclusions, conditions and other terms of this insurance, the Underwriters agree with the **Named Insured** (set forth in Item 1 of the Declarations, made a part hereof) as follows:

**I. INSURING AGREEMENTS****A. Coverage****1. Bodily Injury and Property Damage**

The Underwriters will pay on behalf of the **Insured**, **Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** for **Bodily Injury** or **Property Damage** to which the coverage applies caused by an **Accident**. This insurance applies only if:

- a) The **Accident** occurs during the **Policy Period** set forth in Item 2 of the Declarations, occurs only while the **Insured** is engaged in a **Covered Activity** and takes place in the **Coverage Territory**; and
- b) The **Bodily Injury** and/or **Property Damage** occurs during the **Policy Period** set forth in Item 2 of the Declarations, occurs only while the **Insured** is engaged in a **Covered Activity** and takes place in the **Coverage Territory**; and
- c) A **Claim** or **Claims** for **Damages** because of the **Bodily Injury** or **Property Damage** is first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**.

**2. Personal Injury and Advertising Injury liability**

The Underwriters will pay on behalf of the **Named Insured** **Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** for **Personal Injury** or **Advertising Injury** caused by an offense to which this coverage applies. This insurance applies only if:

- a) The offense occurs during the **Policy Period** set forth in Item 2 of the Declarations, occurs only while the **Insured** is engaged in a **Covered Activity** and takes place in the **Coverage Territory**; and
- d) The **Personal Injury** or **Advertising Injury** occurs during the **Policy Period**, occurs only while the **Insured** is engaged in a **Covered Activity** and takes place in the **Coverage Territory**; and
- b) Any **Claim** or **Claims** for **Damages** because of the **Personal Injury** or **Advertising Injury** first made against any **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**.

### 3. Medical Payments Coverage

The Underwriters will pay on behalf of the **Insured** medical expenses for **Bodily Injury** caused by an **Accident** on the premises the **Named Insured** owns or rents; or on ways next to the premises the **Named Insured** owns or rents; or because of the **Named Insured's** operations.

Provided that, the **Accident** occurs and is reported to the Underwriters during the **Policy Period**, occurs only while the **Insured** is engaged in a **Covered Activity** and takes place in the **Coverage Territory**; the medical expenses are incurred and reported in writing to Underwriters within one year of the date of the **Accident**; and the injured person submits to examination, at Underwriters' expense, by physicians of the Underwriters choice as often as Underwriters reasonably require.

The Underwriters will make these payments regardless of fault. These payments will not exceed the applicable sublimit of insurance. Underwriters will pay reasonable expenses for:

- a) First aid administered at the time of an **Accident**
- b) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- c) Necessary ambulance, hospital, professional nursing and funeral services.

### 4. Fire Legal Liability Coverage

The Underwriters will pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims** first made against any **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period** or any applicable **Extended Reporting Period**, for **Property Damage** to the premises, while rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner for a **Covered Activity**, arising out of any one fire that occurs during the **Policy Period**, except as excluded or limited by the terms, conditions and exclusions of this Policy.

This coverage is subject to the sublimit of liability as described in Section VII of this Policy and stated in Item 3 of the Declarations. Under no circumstances will this coverage be extended to cover First Party Property Damage or **Property Damage** to personal property.

## B. Defense and Settlement

1. The Underwriters shall have the right and duty to defend the **Insured** subject to the Limit of Liability and all provisions, terms and conditions of this Policy for any **Claim** first made against the **Insured** seeking **Damages** or **Claims Expenses** to which this insurance applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Underwriters shall choose defense counsel in consultation with the **Insured**, but in the event of a dispute, the decision of the Underwriters is final.

Underwriters will have no duty to defend the **Insured** for any **Claim** first made against the **Insured** seeking **Damages, Claims Expenses** or payment to which this insurance does not apply.

2. **Claims Expenses** are within and not in addition to the Limit of Liability. It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Deductible set forth in Item 4 of the Declarations.
3. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to coverage and statements made in the application.
4. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the defense of the **Claim** by tendering control of said defense to the **Insured**.
5. It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Damages** or **Claims Expenses** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of said defense to the **Insured**.

## II. SUPPLEMENTARY PAYMENTS – INCLUDED WITHIN THE APPLICABLE LIMITS

Underwriters will pay, with respect to any **Claim** that Underwriters investigate or settle, or any **Suit** against an **Insured** that Underwriters defend:

1. the cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Liability. Underwriters are not required to furnish these bonds;
2. all reasonable expenses incurred by an **Insured** at Underwriters' request to assist the Underwriters in the investigation or defense of the **Claim** or **Suit**, including actual loss of earnings up to USD250 a day because of time off from work;
3. all costs taxed against the **Insured** in the **Suit**;

4. prejudgment interest awarded against an **Insured** on that part of the judgement Underwriters pay. If Underwriters make an offer to pay the applicable Limit of Liability, Underwriters will not pay any prejudgment interest for any period of time after the offer; and
5. all interest on the full amount of any judgment that accrues after entry of the judgment and before Underwriters have paid, offered to pay, or deposited in the court the part of the judgment that is within the applicable Limit of Liability.

These payments DO REDUCE the applicable limits of insurance and at all times are subject to the Total Policy Aggregate Limit stated in Item 3.B of the Declarations.

If Underwriters defend an **Insured** against a **Suit** and an indemnitee is also named as a party to the **Suit**, Underwriters will defend that indemnitee if all of the following conditions are met:

- A. the **Suit** against the indemnitee seeks **Damages** for which the **Insured** has assumed the liability of the indemnitee in a contract or agreement that is an **Insured Contract**;
- B. this policy applies to such liability assumed by the **Insured**;
- C. the obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the **Insured** in the same **Insured Contract**;
- D. the allegations in the **Suit** and the information Underwriters know about the **Accident** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
- E. the indemnitee and the **Insured** shall ask the Underwriters to conduct and control the defense of that indemnitee against such **Suit** and agree that the Underwriters can assign the same counsel to defend the **Insured** and the indemnitee; and
- F. the indemnitee:
  - a) agrees in writing to:
    - i. cooperate with Underwriters in the investigation, settlement or defense of the **Suit**;
    - ii. immediately send Underwriters copies of any demands, notices, summonses or legal papers received in connection with the **Suit**;
    - iii. notify any other insurer whose coverage is available to the indemnitee; and
    - iv. cooperate with Underwriters with respect to coordinating other applicable insurance available to the indemnitee; and
  - b) provides Underwriters with written authorization to:
    - i. obtain records and other information related to the **Suit**; and
    - ii. conduct and control the defense of the indemnitee in such **Suit**.

So long as the above conditions are met, attorney's fees incurred by Underwriters in the defense of that indemnitee, necessary litigation expenses incurred by Underwriters, and necessary litigation expenses incurred by the indemnitee at Underwriters' request will be paid as **Claims Expenses**, but such payments WILL REDUCE the Limit of Liability.

Underwriters' Obligation to defend an **Insured's** indemnitee and to pay **Claims Expenses** ends when:

1. Underwriters have used up to the applicable Limit of Liability in the payment of judgments, settlements, **Claims Expenses** or other payments; or
2. the conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

### III. PERSONS INSURED

Each of the following is an **Insured** under this insurance to the extent set forth below:

- a. The **Named Insured** identified in Item 1 of the Declarations.
- b. **Employees** of the **Named Insured** (but only in respect of **Accidents** arising out of their employment by the **Named Insured** and during the **Policy Period** and a **Covered Activity**)
- c. Any **Volunteer** of the **Named Insured** (but only in respect of **Accidents** arising out of their activities as such during the **Policy Period** and a **Covered Activity**)
- d. In the event of the death of an **Insured** as provided for above, the personal representatives of the **Insured** in respect of liability incurred by the **Insured**.

No other person or entity shall be considered an **Insured** unless specifically stated otherwise herein.

### IV. COVERAGE TERRITORY

**Coverage Territory**, wherever used in this policy, includes:

- a) The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b) International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a) above; or
- c) All parts of the world if the injury or damage arises out of:
  - i) Goods or products made or sold by the **Insured** in the territory described in a) above; or
  - ii) The activities of a person whose home is in the territory described in a) above, but is away for a short time on the **Insured's** business; and

- iii) The **Insured's** responsibility to pay **Damages** is determined in a **Suit** on the merits in the territory described in a) above or in a settlement Underwriters agree to.

## V. EXCLUSIONS

### 1. Exclusions applicable to all Insuring Agreements

The coverage under this Insurance does not apply :

- (a) to any **Claim** made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not specifically named in the Declarations, which is owned by any **Insured** or in which any **Insured** is a trustee, partner, officer, director or **Employee**;
- (b) to any **Claim** or circumstance which might lead to a **Claim** in respect of which any **Insured** has given notice to any insurer of any other policy or self-Insurance in force prior to the effective date of this Policy;
- (c) to any **Claim** or circumstance which might lead to a **Claim** known to any **Insured** prior to the inception date of this Policy and not disclosed to the Underwriters at or prior to inception;
- (d) to any **Claim** or circumstance which might lead to a **Claim, Accident** or offense which first took place, or is alleged to have taken place, prior to the **Policy Period** as set forth in Item 2 of the Declarations;
- (e) to any **Claim** or liability arising out of actual or alleged discrimination including but not limited to discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation;
- (f) to any **Claim** or liability arising out of the insolvency or bankruptcy of any **Insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity;
- (g) to any **Claim** or liability arising out of or resulting from or alleged to arise out or result from:
  - (1) any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **Insured**, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
  - (2) the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **Employee, Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph (1), above.

- (h) to any **Claim** or liability for punitive or exemplary **Damages**, or **Damages** which are a multiple of compensatory **Damages**, fines, sanctions, taxes or penalties, or the return of or reimbursement for fees, costs or expenses charged by any **Insured**;
- (i) to any **Claim** or any liability based upon or arising out of a violation or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any State Blue Sky or securities law or similar state or Federal statute and any regulation or order issued pursuant to any of the foregoing statutes;
- (j) to any **Claim** or actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder;
- (k) to any **Claim** or any liability arising from or alleged to arise out from costs of complying with physical modifications to any premises or any changes to the **Insured's** usual business operations mandated by the Americans with Disabilities Act of 1990, including any amendments, or similar federal, state or local law;
- (l) to any **Claim** or any liability based upon or arising out of any actual or alleged violation of any federal, state, or local anti-trust, restraint or trade, unfair competition, or price fixing law, or any rules or regulations promulgated thereunder;
- (m) to any **Claim** or liability caused or allegedly caused directly or indirectly, in whole or in part, by:
  - a) The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;
  - b) Any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or
  - c) Any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

We will have no duty or obligation to defend you with respect to any **Suit, Claim** or governmental or regulatory order, requirement, directive, mandate or decree which directly or indirectly arises out of, or results from or in consequence of, or in any way involves actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind.

- (n) to any **Claim** or any liability based upon or arising out of or alleged to arise out of any action or proceeding brought by or on behalf of any federal, state or local governmental, regulatory or administrative agency, regardless of the name in which such action or proceeding is brought, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Social Security Act, 42 U.S.C. §1320a, et. seq., or similar state or federal statute, regulation or executive order promulgated thereunder;
- (o) to any **Claim** or liability based upon or arising out of or alleged to arise out of any **Insured's** data processing services, including but not limited to:



- (1) conversion of data from source material into media for processing on the **Insured's** electronic data processing system;
  - (2) processing of data by the **Insured** on the **Insured's** electronic data processing system; or
  - (3) design or formulation of an electronic data processing program or system;
- (p) to any **Claim** or liability based upon or arising out of any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;
- (q) to any **Claim** or liability against any subsidiary designated in the Declarations or its past, present, or future **Employees**, directors, officers, trustees, review board or committee members, or **Volunteers** acting in his or her capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, circumstance, situation, transaction, event, **Accident**, or acts, errors or omissions or series of facts, circumstances, situations, transactions, events, **Accidents** or acts, errors or omissions happening before the date such entity became a subsidiary;
- (r) to any **Claim**, offense, **Accident**, **Suit**, and/or **Claims Expenses** relating to or arising out of asbestos, asbestos containing materials, silica or lead;
- (s) to any **Claim** or liability based upon, arising out of, resulting from, any actual or alleged: (1) failure to obtain, effect, or maintain any form, policy, plan or program of insurance, stop loss or provider excess coverage, reinsurance, self-insurance, suretyship, or bond; (2) commingling, mishandling of or liability to pay, collect or safeguard funds; or (3) failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
- (t) to any **Claim** brought against any **Insured** by any other **Insured** hereunder;
- (u) to any **Claim** or liability arising out of or resulting from the distribution of unsolicited email, direct mail or facsimiles, or telemarketing;
- (v) to any **Claim** or liability arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person, or the environment, or that affects the value, marketability, condition or size of any property.
- (w) to any **Claim** or liability arising out of the activities of any partnership or joint venture of which any **Insured** is a partner or member
- (x) 1. to **Bodily Injury** or **Property Damage** or any other liability, **Claim**, **Suit**, cost, **Claims Expenses**, or other expense, arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**:
- (a) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured**;
  - (b) at or from any premises, site, or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;



- (c) which are or were at any time transported, handled, stored, treated, disposed of or, processed as waste by or for any **Insured** or any person or organization for whom any **Insured** may be legally responsible; or
- (d) at or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations:
  - (i) if the **Pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; or
  - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**.

Subparagraph (1)(d)(i) above does not apply to **Bodily Injury** or **Property Damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **Mobile Equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intention to be discharged, dispersed or released as part of the operations being performed by such **Insured**, contractor or subcontractor.

Subparagraphs (1)(a) and (1)(d)(i) above do not apply to **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

2. any loss, liability, **Claim**, **Suit**, cost, **Claims Expenses**, or other expense arising out of any:

- (a) request, demand, or order that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
- (b) **Claim** or **Suit** by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.
- (y) to any **Claim** or any liability based upon or arising out of a breach, violation or alleged breach or violation of any federal, state, municipal or local Special events rules, laws, regulations and any amendments thereto, breach, violation or failure to obtain or comply with any state or federal license or permit needed for the **Covered Activity** under this insurance, including but not limited to any caterers, food, liquor (if covered only under this insurance), events authorizations, licenses or permits.
- (z) any **Claim** or liability arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any **Insured**, committed with actual criminal, dishonest, fraudulent or malicious purpose or intent.
- (aa) any **Claim** or liability arising out of the transmission of a computer virus

(bb) any **Claim** or liability arising out of:

- a) the use, preparation or presentation of a pyrotechnic show, firework display or laser light production.
- b) any adult erotic performances;
- c) the use, preparation or presentation of any shows by artistic performers, including but not limited to hypnotists, magicians and comedians.
- d) all **Motorsports** events operated by or on behalf of any **Insured**
- e) animals.

(cc) any **Claim** or any liability arising directly or indirectly out of:

- a) operations over navigable waters or offshore including but not limited to drilling and production platforms, pipelines, and vessels where coverage is provided by the US Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act ("Jones Act") or other maritime laws and any amendments to those laws; or
- b) actions including but not limited to subrogation involving US Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act ("Jones Act") or other maritime laws and any amendment of those laws; or
- c) any obligation of the **Insured** resulting from actions under the US Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act ("Jones Act") or other maritime laws and any amendment of those laws.

(dd) any **Claim** or any liability arising directly or indirectly out of the rendering or failure to render any Professional Service except by endorsement to this policy and then only to the extent of such endorsement.

"Professional Service" includes but it is not limited to:

- a) legal, accounting or advertising services;
- b) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- c) engineering services, including related supervisory or inspection or instruction;
- d) any health, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- e) any health or therapeutic service, treatment, advice or instruction;
- f) any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming;
- g) optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- h) body piercing or tattooing services including but not limited to the insertion of pigment, collagen or any other foreign substance into or under the skin;
- i) service in the practice of pharmacy;
- j) law enforcement or fire fighting services; and
- k) handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

(ee) any **Claim** or liability arising out of or resulting from:

- a) "Assault", "Battery" or "Assault and Battery" committed by any person;

- b) The failure to suppress or prevent "Assault", "Battery" or "Assault and Battery";
- c) The failure to provide an environment safe from "Assault", "Battery" or "Assault and Battery".
- d) The failure to warn of the dangers of the environment which could contribute to "Assault", "Battery" or "Assault and Battery";
- e) "Assault", "Battery" or "Assault and Battery" arising out of the negligent hiring, supervision, or training of any person;
- f) The use of any force to protect persons or property whether or not the **Bodily Injury** or **Property Damage** or **Personal Injury** and **Advertising injury** was intended from the standpoint of the **Insured** or committed by or at the direction of the **Insured**.

"Assault" means:

- a) An act creating an apprehension in another of immediate harmful or offensive contact, or
- b) An attempt to commit a "Battery"

"Battery" means an act which brings about harmful or offensive contact to another or anything connected to another.

"Assault and Battery" means the combination of an "Assault" and a "Battery".

- (ff) any **Claim** or liability arising out of the acts or omissions of any provider of goods or services in conjunction with an event, whether or not a paid contractor or vendor.
- (gg) any **Claim** or liability arising out of the Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of any event or **Covered Activity** .
- (hh) any **Claim** or liability arising out of:
  - 1. non-appearance of any person or group(s) of persons.
  - 2. the **Insured's** lack of care, diligence or prudent behavior, the result of which would increase the risk, and/or likelihood of an **Accident** or offense hereunder.
  - 3. alterations or variance of any **Covered Activity** without the prior written approval of the Underwriters.
  - 4. adverse weather in respect of any **Covered Activity** in the open or under canvas or in temporary structures unless agreed by the Underwriters in writing and stated in the Declarations.
  - 5. any work being carried out by builders or other contractors which renders the Venue or its facilities unusable in whole or in part, unless such work is unknown to the **Insured** at the inception of this Insurance or at the time of making the booking whichever is the later.
- (ii) to any **Claim** or any liability arising from or alleged to arise out from any activity which is not a **Covered Activity**;

(jj) to any **Claim, Accident** or offense:

1. which results from any act, error, omission, work, business or operations which took place, performed by or on behalf of the **Insured** on or prior to the inception date set forth in Item 2 of the Declarations; and/or
2. which results from any act, error, omission, work, business or operations performed by or on behalf of the **Insured** which act, error, omission, work, business or operations has commenced or is pending on or prior to the inception date set forth in Item 2 of the Declarations.

**2. Exclusions applicable to Insuring Agreement I.A.1. Bodily Injury and Property Damage and Insuring Agreement I.A.4. Fire Legal Liability**

a) Expected or Intended Injury

to **Bodily Injury** and/or **Property Damage** which an **Insured** intended or expected or reasonably could have expected. This exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property.

b) Contractual Liability

to **Bodily Injury** or **Property Damage** for which an **Insured** is obligated to pay **Damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **Damages**:

- a) that the **Insured** would have in the absence of the contract or agreement; or
- b) assumed in a contract or agreement that is an **Insured Contract**, provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **Insured Contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **Damages** because of **Bodily Injury** or **Property Damage**, provided that:
  - (1) liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured Contract**; and
  - (2) such attorney fees and litigation expenses are for defense of that party against a civil **Suit** or alternative dispute resolution proceeding in which **Damages** to which this insurance applies are alleged.

c) Workers Compensation And Similar Laws

to any obligation of any **Insured** under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d) Employers' Liability

to any liability which any **Insured** may have to any **Employee** (including any leased **Employee** or **Leased Worker** or **Temporary Worker**) of the same **Insured** or any other **Insured** arising out of the employment of that **Employee**; or

to **Bodily Injury** to:

- (1) an **Employee** (including any leased **Employee** or **Leased Worker** or **Temporary Worker**) of that **Insured** arising out of or in the course of:
- a) employment by that **Insured**; or
  - b) performing duties related to the conduct of that **Insured**'s business; or
  - c) refusal to employ that person;
  - d) termination of that person's employment; or
  - e) employment-related practices, policies, acts or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, assault, battery, or discrimination directed at that person; or
- (2) the spouse, child, parent, brother or sister of that **Employee** or worker as a consequence of Paragraph (1) above.

This exclusion applies:

- 1) whether the **Insured** may be liable as an employer or in any other capacity, and
- 2) to any obligation to share **Damages** with or repay someone else who must pay **Damages** because of an injury.
- 3) whether the injury-causing event described in paragraphs (1) (a), (b), (c), (d) and (e) above occurs before employment, during employment or after employment of that person;

This exclusion does not apply to liability assumed under an **Insured Contract**.

e) Damage To Property

to **Property Damage** to:

- a) property owned, rented or temporarily occupied by the **Insured** with permission of the owner, including fixtures permanently attached thereto, any costs or expenses incurred by the **Insured**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b) premises given away, sold or abandoned by the **Insured** if the **Property Damage** arises out of any part of those premises;
- c) property loaned to the **Insured**;
- d) personal property in the care, custody or control of the **Insured**;
- e) that particular part of real property on which the **Insured** or any contractors or subcontractors working directly or indirectly on behalf of the **Insured** or temporarily occupied by the **Insured** as to premises rented to the **Insured** or temporarily occupied

by the **Insured** with permission of the owner if such **Property Damage** arises out of those operations.

- f) that particular part of any property that must be restored, repaired or replaced because the **Insured's work** was incorrectly performed on it.

Paragraph a) of this Exclusion does not apply to **Property Damage** to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with permission of the owner, if such **Property Damage** arises out of fire covered under Insuring Agreement I.A.4 (Fire Legal Liability) and subject to the sublimits of liability as described in Section VII of this Policy and stated in Item 3 of the Declarations

Paragraph b) of this Exclusion does not apply if the premises are the **Insured's work** and were never occupied, rented or held for rental by the **Insured**.

Paragraphs c), d), e), and f) of this Exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph f) of this Exclusion does not apply to **Property Damage** included in the **Products-Completed Operations Hazard**.

**f) Damage To Insured's Products**

To **Property Damage** to the **Insured's Products** arising out of such products or any part of such products.

**g) Damage To Insured's Work**

to **Property Damage**:

- (1) to property being worked on by or on behalf of any **Insured** arising out of such work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith; or
- (2) to any **Insured's Work**, arising out of the **Insured's Work**, or any part of the **Insured's Work**, and included in the **Products-Completed Operations Hazard**, except this exclusion does not apply if the damaged work or the work out of which the damage arises was performed on behalf of the **Named Insured** by a contractor.

**h) Damage To Impaired Property Or Property Not Physically Injured**

to **Property Damage** to **Impaired Property** or property that has not been physically injured, arising out of:

- a) a defect, deficiency, inadequacy or dangerous condition in any **Insured's Product** or any **Insured's Work**; or
- b) a delay or failure by any **Insured** or anyone acting on behalf of any **Insured** to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to the **Insured's Product** or the **Insured's Work** after it has been put to its intended use.

i) Recall Of Products, Work Or Impaired Property

to **Damages** claimed for any loss, cost or expense incurred by any **Insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) the **Insured's Product**;
- (2) the **Insured's Work**;
- (3) **Impaired Property**;

if any such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

j) Nationalization, Requisition, Destruction Or Damage To Property

except in respect of **Accidents** taking place in the United States of America, its territories or possessions, or Canada, to any liability of an **Insured** for **Bodily Injury** or **Property Damage** directly or indirectly occasioned by, happening through or in consequence of nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

k) War, Insurrection, Hostilities Or Damage To Property

to any liability, not excluded by j) above or by the War and Terrorism Exclusion Clause, as a result of the use of an **Insured's Products** insofar as they are used in connection with war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property.

l) Aircraft, Auto, Or Watercraft

to any liability for **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use of or entrustment to others of any aircraft, **Auto** or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and **Loading or Unloading**.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Accident** which caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, **Auto** or watercraft that is owned or operated by or rented or loaned to any **Insured**.

This exclusion does not apply to:

- (1) a watercraft while ashore on premises that the **Named Insured** owns or rents;
- (2) a watercraft that the **Named Insured** does not own, that is:
  - (a) less than 26 feet long; and



- (b) not being used to carry persons or property for a charge or being used in any business of an **Insured**;
- (3) parking an **Auto** on, or on the ways next to premises that the **Named Insured** owns or rents, provided the **Auto** is not owned or rented by or loaned to the **Named Insured**;
- (4) **Bodily Injury** or **Property Damage** arising out of the **Named Insured**'s operation of any of the equipment listed in paragraph 6.(ii) or 6.(iii) of the definition of **Mobile Equipment**, but only while the vehicle which transports the equipment is stationary.

m) **Mobile Equipment**

to **Bodily Injury** or **Property Damage** arising out of:

- (1) the transportation of **Mobile Equipment** by an **Auto** owned or operated by or rented or loaned to any **Insured**; or
- (2) the use of **Mobile Equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

n) **Bodily Injury Or Property Damage Arising Out Of Advertising Injury Or Personal Injury**

to **Bodily Injury** or **Property Damage** arising out of **Advertising Injury** or **Personal Injury**.

o) **Intercompany Products**

to any **Claim** for **Damages** by any **Insured** against another **Insured** because of **Bodily Injury** or **Property Damage** arising out of the products of any **Insured** and included within the **Products-Completed Operations Hazard**.

p) **Drug and Liquor Liability**

to **Bodily Injury** or **Property Damage** for which any **Insured** may be held liable by reason of:

- (1) causing or contributing to the intoxication of any person by alcohol and/or state approved recreational drugs;
- (2) the furnishing of alcoholic beverages and/or state approved recreational drugs by the **Insured**; or
- (3) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages and/or state approved recreational drugs.

q) **Not A Bond Or Any Form Of Surety**

to any **Claim** or alleged liability for **Bodily Injury** or **Property Damage** or to any other **Claim** or alleged liability whatsoever that this policy is a bond or any other form of surety against which someone who is not an **Insured** may assert or **Claim** or bring a legal action.

r) **Electronic Data**

**Damages** arising out of the loss, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.



As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells data processing devices or any other media which are used with electronically controlled equipment.

s) Distribution of Material in Violation of Statutes

**Bodily Injury** or **Property Damage** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA and CAN-SPAM Act of 2003, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

3. **Exclusions applicable to Insuring Agreement I.A.2. Personal Injury and Advertising Injury.**

This coverage does not apply to:

a) Knowing violation of rights of another

**Personal Injury** and **Advertising Injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal Injury** and **Advertising Injury**.

b) Material Published with Knowledge of Falsity

**Personal Injury** and **Advertising Injury** arising out of oral or written publication of material, if done by or at the direction of the **Named Insured** with knowledge of its falsity

c) Material Published Prior to Policy Period

**Personal Injury** and **Advertising Injury** arising out of oral or written publication of material whose first publication took place before the beginning of the **Policy Period**;

d) Criminal Acts

**Personal Injury** and **Advertising Injury** arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Insured**;

e) Contractual Liability

**Personal Injury** and **Advertising Injury** for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for **Damages** that the **Insured** would have in the absence of the contract or agreement;

f) Breach of Contract

**Personal Injury** and **Advertising Injury** arising out of or alleged to arise out of breach of contract, other than misappropriation of advertising ideas under an implied contract;

g) Quality Or Performance of Goods – Failure to Conform to Statements

**Personal Injury** and **Advertising Injury** arising out of the failure of goods, products or services to conform with advertised quality or performance;

h) Wrong description of Prices

**Personal Injury** and **Advertising Injury** arising out of the wrong description of the price of goods, products or services;

i) Infringement of Copyright, Patent, Trademark Or Trade Secret

**Personal Injury** and **Advertising Injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **Advertisement**.

However, this exclusion does not apply to infringement, in your **Advertisement**, of copyright, trade dress or slogan.

j) Insured in Media and Internet Type Business

**Personal Injury** and **Advertising injury** arising out of an offense committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting; Designing or determining content or websites for others; or an internet search, access, content or service provider;

k) Electronic Chatrooms or Entertainment in Boards

**Personal Injury** and **Advertising Injury** arising out of an electronic chatroom or entertainment in board the **Insured** hosts, owns, or over which the **Insured** exercises control;

l) Unauthorized Use Of Another's Name or Product

**Personal Injury** and **Advertising Injury** arising out of the unauthorized use of another's name or product in your email address, domain name or metatag, or any other similar tactics to mislead another's potential customers;

m) Pollution

**Personal Injury** and **Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** or contaminants at any time.

n) Pollution-Related

Any loss, cost or expense arising out of any:

- a) request, demand, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
- b) **Claim** or **Suit** by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants** or contaminants.
- o) Distribution of Material In Violation of Statutes
- Personal Injury** and **Advertising Injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d) Any federal, state or local statute, ordinance or regulation, other than the TCPA and CAN-SPAM Act of 2003, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- p) Employment Related

This policy does not apply to **Personal Injury** or **Advertising Injury** to:

- a) a person arising out of any:
- (1) refusal to employ that person;
- (2) termination of that person's employment; or
- (3) employment-related practices, policies, acts or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, assault, battery, or discrimination directed at that person; or
- b) the spouse, child, parent, brother or sister of that person as a consequence of **Personal or Advertising Injury** to that person at whom any of the employment-related practices described in paragraphs (a)(1), (2), or (3) above is directed.

This exclusion apply:

- a) whether the **Insured** may be liable as an employer or in any other capacity;

- b) whether the injury-causing event described in paragraphs (a) (1), (2) or (c) above occurs before employment, during employment or after employment of that person; and
- c) to any obligation to share **Damages** with or repay someone else who must pay **Damages** because of the injury.

#### 4. Exclusions applicable to Insuring Agreement I.A.3. Medical Payments

Underwriters will not pay expenses for “**Bodily Injury**”:

a) Any Insured

To any **Insured**

b) Hired Person

To a person hired to do work for or on behalf of any **Insured** or a tenant of any **Insured**.

c) Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d) Workers Compensation and Similar Laws

To a person, whether or not an **Employee** of any **Insured**, if benefits for the **Bodily Injury** are payable or must be provided under a workers’ compensation or disability benefits law or a similar law.

e) Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f) **Products-Completed Operations Hazard**

Included within the “**Products-Completed Operations Hazard**”

g) Coverage A.1 Exclusions

Excluded under coverage A.1

h) Prisoners

To any prisoner

## VI. DEFINITIONS

Wherever used in this Policy, the bolded terms have the meaning provided:

- (a) **Accident** means an unintended and unexpected event, including continuous or repeated exposure to substantially the same general harmful conditions, and involves one or more persons or entities, taking place during the **Policy Period** and **Covered Activity**.
- (b) **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the **Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - (1) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - (2) Regarding web-sites, only that part of a web-site that is about the **Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- (c) **Advertising Injury** means injury arising out of one or more of the following offenses which occurs in the course and scope of the **Insured's** business, while advertising the **Insured's** goods, products or services:
  - (1) oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
  - (2) infringement of copyright, title slogan, trade dress, or advertising idea;
  - (3) piracy or idea misappropriation under an implied contract; or
  - (4) oral or written publication of material that violates a person's right of privacy.
- (d) **Automobile** or **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **Mobile Equipment**, as hereinafter defined.
- (e) **Bodily Injury** means physical injury (including death resulting therefrom), sickness, disease or disability. **Bodily Injury** shall not mean mental injury, mental illness, mental anguish, humiliation, emotional upset, shock or other similar condition. .
- (f) **Claim** means a written notice received by the **Insured** of an intention to hold the **Insured** responsible for compensation for **Damages**, including the service of suit or institution of arbitration proceedings against the **Insured**.
- (g) **Claims Expenses** means:
  - (1) reasonable and customary fees charged by an attorney(s) designated and agreed by the Underwriters in consultation with the **Insured**, but subject always to the Underwriters' final decision; and

- (2) fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the written consent of the Underwriters.

**Claims Expenses** does not include any salary, overhead or other charges by the **Insured** for any time spent in co-operating in the defense and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this insurance.

- (h) **Covered Activities** means those activities specified in Item 11 of the Declarations.
- (i) **Damages** means a civil monetary judgment, award or settlement (provided such settlement is agreed to in writing by Underwriters) and does not include:
- (1) future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
  - (2) return or offset of fees, charges, or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
  - (3) any damages which are a multiple of compensatory damages, fines, taxes or loss of tax benefits, sanctions or penalties, or the return of or reimbursement for fees, costs or expenses charged by any **Insured**;
  - (4) punitive or exemplary damages, unless insurable by law in any applicable venue that most favors coverage for such punitive or exemplary damages;
  - (5) discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
  - (6) liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
  - (7) fines, costs or other amounts an **Insured** is responsible to pay under a **Merchant Services Agreement**;
  - (8) any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**;
  - (9) judgments or awards deemed uninsurable by law.
- (j) **Employee** includes a **Leased Worker**. **Employee** does not include a **Temporary Worker**
- (k) **Extended Reporting Period**, if applicable, means the period of time stated in Item 6 the Declarations after the end of the **Policy Period** for reporting **Claims**, arising out of **Accidents** or offences which take place during the **Policy Period** and in the course of a **Covered Activity** within the **Coverage Territory**.
- (l) **Impaired Property** means tangible property, other than the **Insured's Product** or the **Insured's Work**, that cannot be used or is less useful because:
- (1) it incorporates the **Insured's Product** or the **Insured's Work** that is known or thought to be defective, deficient, inadequate, or dangerous; or

(2) an **Insured** has failed to fulfil the terms of a contract or agreement;

If such property can be restored to use by:

(1) The repair, replacement, adjustment or removal of the **Insured's Product** or the **Insured's Work**; or

(2) The **Named Insured** fulfilling the terms of the contract or agreement.

(m) **Insured Contract** means:

(1) a contract for lease of premises; provided, however, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the **Insured** or temporarily occupied by the **Insured** with their permission of the owner shall not be an **Insured Contract**;

(2) any easement or license, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;

(3) an obligation, as required by municipal ordinance, to indemnify a municipality, except in connection with work for the municipality;

(4) a sidetrack agreement;

(5) an elevator maintenance agreement; or

(6) that part of any other contract or agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third party; provided, however, **Insured contract** shall not include that part of any contract or agreement;

(i) that indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(ii) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or designs or specifications; or

b) supervision, inspection, failure to supervise or inspect or architectural, engineering or surveying services

(iii) under which the **Insured**, if an architect, engineer or supervisor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those listed in subparagraph (ii) hereinabove or any supervision, inspection

failure to supervise or inspect or architectural, engineering or survey services.

(n) **Insured's Product** mean:

(1) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

a) the **Named Insured**;

b) others trading under the **Named Insured's** name; or

c) a person or organization whose business or assets the **Named Insured** has acquired; and

(2) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Insured's Product** includes:

(1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **Named Insured's Products**; and

(2) the providing of or failure to provide warnings or instructions.

**Insured's Product** does not include vending machines or other property rented to or located for the use of others but not sold.

(o) **Insured's Work** means:

(1) work or operations performed by the **Named Insured** or on the **Named Insured's** behalf; and

(2) materials, parts or equipment furnished in connection with such work or operations.

**Insured's Work** includes:

(1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **Insured's Work**; and

(2) the providing of or failure to provide warnings or instructions.

(p) **Leased Worker** means a person leased to an **Insured** by a labor leasing firm under an agreement between an **Insured** and the labor leasing firm, to perform duties related to the conduct of that **Insured's** business. **Leased Worker** does not include **Temporary Worker**.

(q) **Loading or Unloading** means the handling of property:

(1) after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;

(2) while it is in or on an aircraft, watercraft or **Auto**; or



- (3) while it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered.
- (r) **Mobile Equipment** means a land vehicle (including any attached machinery or apparatus) whether or not self-propelled:
- (1) Equipment dozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - (2) vehicles maintained for use solely on or next to premises the **Named Insured** owns or rents;
  - (3) vehicles that travel on crawler treads;
  - (4) vehicles, whether self-propelled or not, on which are permanently mounted:
    - (i) power cranes, shovels, loaders, diggers, or drills; or
    - (ii) road construction or resurfacing equipment such as graders, scrapers or rollers;
  - (5) vehicles not described in 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (i) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (ii) cherry pickers and similar devices used to raise or lower workers;
  - (6) vehicles not described in 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo; provided, however, that self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment** but will be considered **Automobiles**:
    - (ii) equipment designed primarily for:
      - (a) snow removal;
      - (b) road maintenance, but not construction or resurfacing;
      - (c) street cleaning;
    - (iii) cherry pickers and similar devices mounted on **Automobile** or truck chassis and used to raise or lower workers;
    - (iv) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- (s) **Motorsports** means any activity involving a motorized vehicle, watercraft, aircraft, "Auto" or "Mobile Equipment"
- (t) **Named Insured** means the person or entity identified in Item 1 of the Declarations.
- (u) **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses which occurs in the course and scope of the **Insured's** business:
  - (1) false arrest, imprisonment, detention or malicious prosecution;
  - (2) oral or written publication that violates a person's right of privacy
  - (3) oral or written publication material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - (4) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
- (v) **Policy Period** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this insurance shown in Item 2. of the Declarations and specifically excludes any **Extended Reporting Period**.
- (w) **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos and/or lead (or products containing asbestos and/or lead whether or not the asbestos and/or lead is or was at any time airborne as a fibre or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever), smoke, vapor, soot fumes, acids, alkalis, toxic chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).
- (x) **Products-Completed Operations Hazard** :
  - (1) Includes all **Bodily Injury** and **Property Damage** occurring away from premises that the **Named Insured** owns or rents and arising out of the **Insured's Product** or **Insured's Work** except:
    - i. products that are still in the **Insured's** physical possession; or
    - ii. work that has not yet been completed or abandoned. However, the **Insured's Work** will be deemed completed at the earliest of the following times:
      - (a) when all the work called for in the **Named Insured's** contract has been completed;
      - (b) when all of the work to be done at the job site has been completed if the **Named Insured's** contract calls for work at more than one job site; or

- (c) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

(2) does not include **Bodily Injury** or **Property Damage** arising out of:

- i. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the **Named Insured**, and that condition was created by the **Loading or Unloading** of that vehicle by any **Insured**;
- ii. the existence of tools, uninstalled equipment or abandoned or unused materials.

(y) **Product Liability** means liability for **Bodily Injury** or **Property Damage** arising out of the **Insured's Products** or reliance upon a representation on warranty made at any time with respect thereto, but only if the **Bodily Injury** or **Property Damage** happens after physical possession of such products has been relinquished to others and happens away from premises owned, leased or rented by the **Named Insured**.

(z) **Property Damage** means:

- (1) physical injury to or destruction of tangible property, including consequential loss of use thereof; or
- (2) loss of use of tangible property which has not been physically injured or destroyed.

(aa) **Suit** means a civil proceeding in which **Damages** to which this insurance applies are alleged. Suit includes:

- (1) an arbitration proceeding in which such **Damages** are claimed and to which an **Insured** must submit or does submit with Underwriters' consent; or
- (2) any other alternative dispute resolution proceeding in which such **Damages** are claimed and to which an **Insured** submits with Underwriters' consent.

(bb) **Temporary Worker** means a person who is furnished to an **Insured** to substitute for a permanent **Employee** on leave or to meet seasonal or short-term workload conditions.

(cc) **Volunteer** means a person who is not your **Employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you at a **Covered Activity** including, but not limited to, stewards, gatemen, doctors, veterinary surgeons, farriers, judges and the like. A "volunteer" will only be covered if the **Named Insured** spends less than USD\$5000.00 per calendar month for **Volunteers**.

## VII. LIMIT OF LIABILITY

### A) Bodily Injury, Property Damage, Personal Injury and Advertising Injury.

The Limit of Liability stated in Item 3.A of the Declarations is the maximum limit of Underwriters' liability for all **Damages** and **Claims Expenses** for **Bodily Injury, Property Damage, Personal Injury** and **Advertising Injury**, arising out of each **Accident** and/or offense.

The combined Aggregate Limit stated in Item 3.B of the Declarations is the combined total limit of Underwriters' Liability for all **Damages** and **Claims expenses** payable as a result of all **Claims** for **Bodily Injury** and **Property Damage, Personal Injury** and **Advertising Injury**, in respect of all **Accidents** and/or offenses.

### B) Medical Payments

The sublimit of Liability stated in Item 3.A (ii) of the Declarations is the maximum limit of Underwriters' liability for medical expenses relating to or arising out of bodily injuries to any one person for each **Claim**. This sublimit is part of, and not in addition to, the limit of liability stated in Item 3.A.(a) of the Declarations.

The sublimit of Liability stated in Item 3.B (ii) of the Declarations is the maximum limit of Underwriters' liability for all medical expenses relating to or arising out of all bodily injuries to any all persons for all **Claims**. This sublimit is part of, and not in addition to, the limit of liability stated in Item 3.A.(b) of the Declarations.

### C) Fire Legal Liability

The sublimit of Liability stated in Item 3.A.(i) of the Declarations is the maximum limit of Underwriters' liability for any one fire damage resulting from each **Claim**. This sublimit is part of, and not in addition to, the limit of liability stated in Item 3.A.(a) of the Declarations.

The sublimit of Liability stated in Item 3.B.(i) of the Declarations is the maximum limit of Underwriters' liability for any fire damage resulting from all **Claims**. This sublimit is part of, and not in addition to, the limit of liability stated in Item 3.A.(b) of the Declarations.

### D) Products-Completed Operations Hazard

The Products-Completed Operations Aggregate Limit is the most underwriters will pay under Coverage I.A.1 for **Damages** because of **Bodily Injury** and **Property Damage** included in the **Products-Completed Operations Hazard**.

The Products-Completed Operations Aggregate Limit is subject to the aggregate limit for **Bodily Injury, Property Damage, Personal Injury** and **Advertising Injury** liability stated in Item 3.B of the Declarations and to any lesser aggregate limit for all **Product Liability Claims** or **Accidents** and all **Accidents** or **Claims** falling within the **Products-Completed Operations Hazard** shown in the Declarations.

#### E) Total Aggregate Limit

The Limit of Liability stated in Item 3.B of the Declarations is the maximum General Aggregate Limit that Underwriters' will pay for the sum of Medical Expenses under Coverage I.A.3, **Damages** and **Claims Expenses** under Coverage I.A.1, **Damages** and **Claims Expenses** under Coverage I.A.2, **Damages** and **Claims Expenses** under Coverage I.A.4.

#### F) Extended Reported Period

The Limit of Liability for the Extended Reported Period shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**.

#### G) Claims Expenses and limit of liability

**Claims Expenses** are part and not in addition of the Limits of Liability. The payment of **Claims Expenses** will reduce and may exhaust the Limit of Liability.

### VIII. DEDUCTIBLE

The Deductible amount stated in Item 4 of the Declarations shall be paid by the **Named Insured** and shall be applicable to each **Accident** and/or offense and to each person or organization and shall include **Damages** and/or **Claims Expenses**, whether or not **Damage** payments are made.

The Underwriters shall be liable only for the amounts in excess of such Deductible subject to the Underwriters' Limit of Liability in Item 3 of the Declarations. The Deductible is in addition to the Underwriters' Limit of Liability and not part thereof. The **Insured** shall make direct payments within the Deductible to appropriate parties designated by the Underwriters. The Deductible is to be uninsured, unless otherwise agreed to by the Underwriters. Under no circumstances shall Underwriters be called upon to pay the Deductible, but the Underwriters may do so at their sole discretion. Such payment shall in no way affect the Underwriters' ability to collect the Deductible from the **Insured**. The existence of "other insurance" shall not affect or abrogate the obligation of the **Insured** to pay the Deductible as required.

### IX. INNOCENT INSURED

Whenever coverage under this insurance would be excluded, suspended or lost:

- A. in relation to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- B. because of non-compliance with any condition relating to the giving of notice to the Underwriters with respect to which any other **Insured** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more **Insureds** responsible for the loss or damage otherwise covered hereunder;

the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall be paid with respect to those **Insureds** who did not personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of (a) one or

more of the acts, errors or omissions described in any such exclusion; or (b) such failure to give notice, provided that the condition be one with which such **Insured** can comply, and after receiving knowledge thereof, the **Insured** entitled to the benefit of this Section shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the full extent of any assets of any **Insured** to whom the exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

#### X. EXTENDED REPORTING PERIOD

- A. In the event of cancellation or non-renewal and in consideration of the premium hereunder, the Underwriters shall provide the **Named Insured** with an **Extended Reporting Period** for **Claims** first made against any **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Extended Reporting Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein.

Provided always that such **Claim** results from an **Accident** and/or offense which commences prior to the date on which the **Extended Reporting Period** began and during the **Policy Period**.

- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- C. The right to the **Extended Reporting Period** shall not be available to the **Named Insured** where an **Insured** has not paid the premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability or within the applicable Deductible.
- D. All notices with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in the Declarations.

In no event shall the liability of Underwriters exceed the relevant Limits of Liability set out in Item 3 of the Declarations; such Limits of Liability shall apply to the **Policy Period** set out in Item 2 of the Declarations combined with the **Extended Reporting Period** set out above.

#### XI. OTHER INSURANCE

- A. This insurance shall apply in excess of any other valid and collectible insurance or self-insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.
- B. The insurance provided for **Property Damage** to the structures or portions thereof rented to or temporarily occupied by the **Insured** including fixtures permanently attached thereto, where coverage is provided for Fire Legal Liability, shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the **Insured**. Under no circumstances will the Fire Legal Liability coverage be extended to cover First Party Property Damage or **Property Damage** to personal property.

## XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately notify the Underwriters in writing through persons named in Item 7 of the Declarations and thereafter immediately forward every demand, notice, summons or other process received by the **Insured** or its representative. The **Insured's** duty to provide notice in accordance with this provision is a condition precedent to coverage.
- B. If during the **Policy Period** the **Insured** first becomes aware of any one fire or an **Accident** or an offense or a circumstance that could lead to a **Claim**, it must give written notice to the Underwriters through persons named in Item 7 of the Declarations during the **Policy Period** of:
- (1) the specific fire or **Accident** or offense;
  - (2) the injury or damage which may result or has resulted from any one fire or **Accident** or offense; and
  - (3) the circumstances by which the **Insured** first became aware of the any one fire or **Accident** or offense.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the Underwriters.

- C. A **Claim** or circumstance that might lead to a **Claim** shall be considered to be reported to the Underwriters when written notice is received by the Underwriters through persons named in the Declarations.
- D. All **Claims** arising out of the same, continuing or related **Accident** or any one fire or offense, shall be considered a single **Claim** and deemed to have been made at the time the first of the related **Claims** is reported in writing to the Underwriters. Such related **Claims** shall be subject to one Limit of Liability stated in Item 3 of the Declarations.
- E. In the event of non-renewal of this insurance by the Underwriters, the **Insured** shall have thirty (30) days from the expiration date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period** which arise out of any one fire, **Accident** or offense occurring during the **Policy Period** and otherwise covered by this insurance.
- F. If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

## XIII. ASSISTANCE AND CO-OPERATION OF THE INSURED

The **Insured** shall co-operate with the Underwriters in all investigations, including regarding the application and coverage under this Policy, and upon the Underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of subrogation, contribution or indemnity against any person or organization other than an **Employee** of any **Insured** who may be liable to the **Insured** because any one fire or **Accidents** or occurrences with respect to which insurance is afforded under this Policy. The **Insured** shall attend



hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the Underwriters.

As soon as an **Insured** becomes aware of an offense, **Accident**, fire or receives a **Claim**, that **Insured** shall promptly, and at that **Insured's** own expense, take all reasonable steps to prevent further **Claims** resulting from the same offense, **Accident** or conditions which may give rise to a similar offense, **Accident**, damage or injury.

#### XIV. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, there has been full compliance with all terms of this insurance, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the Underwriters. No person or organization shall have any right under this insurance to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the Underwriters be impleaded by the **Insured** or its legal representative.

#### XV. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Underwriters of their obligations hereunder.

#### XVI. SUBROGATION

In the event of any payment under this insurance, the Underwriters shall be subrogated to all the **Insured's** rights of recovery against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing before or after the payment of **Damages** by the Underwriters to prejudice such rights.

#### XVII. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance or stop the Underwriters from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance, signed by the Underwriters.

#### XVIII. MERGERS AND ACQUISITIONS

A. If during the **Policy Period**, the **Named Insured** merges or acquires an entity and

- (1) the revenues of the merged or acquired entity do not exceed 10% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance;



- (2) the business operations of the merged or acquired entity are of a similar nature to those of the **Named Insured** as set forth in its most recent application for insurance; and
- (3) the merged or acquired entity is located in the same state as the **Named Insured** or any subsidiary,

then this Policy will automatically cover the merged or acquired entity, subject to the policy terms, conditions and limitations, from the date such merger or acquisition becomes final but only for any one fire or **Accidents** or offenses that take place subsequent to the date such merger or acquisition becomes final. In the event the total amount of revenues of all merged and acquired entities during the **Policy Period** exceed 25% of the **Named Insured's** annual revenues as set forth in its most recent application for insurance, the above provision shall no longer apply and any further mergers or acquisitions will be subject to Paragraph B., below.

- B. In the event during the **Policy Period** the **Named Insured** merges or acquires an entity that does not fall within the criteria detailed in Paragraph A. above, or where Paragraph A above no longer applies by virtue of the provision contained in the last sentence of Paragraph A. above, then the **Named Insured** shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition of the **Named Insured**, and the Underwriters expressly reserve the right to request additional premium and/or to apply amended terms and conditions if this insurance is to remain in force subsequent to any merger or acquisition.

#### XIX. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured**, as would be permitted by this Policy.

#### XX. CANCELLATION

This Policy may be cancelled by the **Named Insured** or by the Underwriters by sending registered or certified mail notice or electronic mail to the other party, as stated in the Declarations, stating when, not less than thirty (30) days thereafter, and cancellation shall be effective. However in the event of non-payment of premium by the **Named Insured**, this Policy may be cancelled by the Underwriters by sending electronic email, registered or certified mail notice to the **Named Insured** stating when, not less than ten (10) days thereafter, cancellation shall be effective.

The mailing of notice as aforesaid by the Underwriters shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent to mailing.

In the event this Policy is cancelled, as aforesaid, the expiration date of this Policy shall be the effective date of such cancellation.

If this Policy shall be cancelled by the **Named Insured**, the Underwriters shall retain the short rate proportion of the premium for the period this Policy has been in force, calculated in accordance with the Short Rate Cancellation Table. If this Policy shall be cancelled by the Underwriters, the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be

effective even though the Underwriters make no payment or tender of return premium with such notice.

#### XXI. SINGULAR FORM OF A WORD

Whenever the singular form of a word issued, herein, the same shall include the plural when required by context.

#### XXII. REPRESENTATIONS AND ENTIRE AGREEMENT

By acceptance of this Policy, the **Insured** agrees that the statements in the Declarations and application are its, his or her agreements and representations, that such agreement and representations are and/or were material to the issuance of this Policy, that this insurance is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the Underwriters relating to this insurance.

This policy, the Declarations, the application (s) and any written endorsements attached hereto shall be deemed to be a single unitary contract.

#### XXIII. NUCLEAR INCIDENT EXCLUSION

The insurance provided by this Policy does not apply:

- A. To injury sickness, disease, death or destruction
  - (1) with respect to which an **Insured** under this Policy of insurance is also an **Insured** under a nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an **Insured** under any such insurance but for its termination upon exhaustion of its limits of liability; or
  - (2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this insurance not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to **Bodily Injury**, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. To injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an **Insured** or (ii) has been discharged or dispersed there from;

- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
- (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.

D. As used in this Section: "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof, "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (i) containing by-product material and (ii) resulting from the operation by any person or organization of any nuclear facility under paragraph (1) or (2) thereof; "nuclear facility" means

- (1) any nuclear reactor;
- (2) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
- (3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms or radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Section is subject to the terms, exclusions, conditions and limitations of the insurance to which it is attached.

#### XXIV. RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (USA)

In relation to liability arising outside the USA, its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by

radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

**XXV. U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the **Insured** has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

**XXVI. WAR AND TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## XXVII. SERVICE OF SUIT

- A. It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due under this insurance, the Underwriters hereon, at the request of the **Named Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. This Condition does not constitute and should not be understood to constitute an agreement by the Underwriters that an action is properly maintained in a specific forum, nor may it be construed as a waiver of the Underwriters' rights to commence an action in a court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state of the United States, all of which rights the Underwriters expressly reserve. It is further agreed that service of process in such **Suit** may be made upon the designated entity in Item 9 of the Declarations, and that in any **Suit** instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court in the event of an appeal.
- B. The Entity designated in Item 9 of the Declarations is authorized and directed to accept service of process on behalf of the Underwriters in any such **Suit** and/or upon the request of the **Named Insured** to give written undertaking to the **Named Insured** that they will enter a general appearance upon Underwriters' behalf in the event such a **Suit** shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as his or her true and lawful attorney upon whom may be served any lawful process in any action, **Suit** or proceedings instituted by or on behalf of the **Named Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the Entity, designated in Item 9 of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## XXVIII. CHOICE OF LAW

This insurance shall be governed by and construed in accordance with the laws of the State shown in Item 10 of the Declarations.

## XXIX. SEVERAL LIABILITY

The liability of the insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the

syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

#### Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

#### XXX. LICENSURE

- A. It is a condition precedent to the coverage afforded under the Policy that the facilities of the **Named Insured** and any **Insured** requiring a license to practice or carry out any event shall be licensed in accordance with all relevant federal, state and local requirements. The **Named Insured** warrants that as of the inception date of this Policy it has secured all relevant licenses.
- B. If, during the **Policy Period**, any **Insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **Named Insured** shall give written notice of such change to the Underwriters within thirty days of the change becoming effective. Following receipt of such notice, the Underwriters may elect, at their sole option, to revise any Insuring Agreements. Definitions, Exclusions, Endorsements or other Conditions of this Policy with respect to the **Insured**, with effect from such date of such withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive the Underwriters' option to invoke the provisions of Section XX Cancellation of this Policy. Furthermore, the Underwriters will have no obligation to respond to any **Claim** arising out of an any one fire or an **Accident** or an offense which took place subsequent to the date the of withdrawal, revocation, denial, suspension or failure to renew.

**XXXI. CURRENCY AND PAYMENT OF PREMIUMS AND CLAIMS**

The premiums and **Claim** payments under this policy are payable in US Dollars. Payment of premiums shall be made by the **Named Insured** as set out in Item 1 of the Declarations to the person or entity set out in the Declarations.

If the **Named Insured** as set out in Item 1 of the Declarations fails to pay the Deposit Premium as set out in the Declarations due to the person or entity set out in the Declarations within 10 days of policy inception, this policy shall be rendered null and void from inception and Underwriters shall be relieved of all liability under this policy. This clause shall take effect whether or not Underwriters have returned or tendered the return of any premium already received.

Any additional or adjustment premium due at anniversary, expiry or cancellation shall be payable within 60 days of such anniversary, expiry or cancellation date.

**XXXII. INSPECTION AND AUDIT**

The Underwriters shall have the right and opportunity, whenever the Underwriters so desire, to inspect at any reasonable time the **Insured's products**, goods, operations and premises, but Underwriters assume no responsibility or duty by reason of such inspection or the omission thereof. The **Insured** agrees to provide appropriate personnel to assist the Underwriters during such inspection without cost to the Underwriters.

**XXXIII. WARRANTIES**

By acceptance of this policy, the **Insured** warrants that the **Insured**:

- a) observes and complies with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- b) ensures that all necessary contractual arrangements have been made and confirmed in writing with the **Insured** and that all necessary authorizations (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licenses, permits, visas, copyright and patents) are obtained in a timely manner and valid for the period of the **Covered Activity**.
- c) ensures the equipment used in any **Covered Activity** comply with both equipment and operational standards that would be considered standard for the industry;
- d) basic safety rules are posted where all participants as well as bystander can see them and comply with them;
- e) intoxicated persons or persons under the influence of drugs must not be allowed to participate in the use of entertainments used in any **Covered Activity** ;
- f) only one participant may be allowed on the entertainment at one time;



- g) the equipment operator must be at least 21 years of age and must not be under the influence of drugs or alcohol;
- h) only participants who have properly initialed and signed the "Participant Agreement: release of liability, waiver of claims" form sit on the entertainment, regardless of whether the entertainment is being operated.
- i) that:
  - (1) all statements in the application and any attachments as well as all other information provided to Underwriters are accurate and complete;
  - (2) those statements are based upon representations that the **Named Insured** made to Underwriters; and
  - (3) Underwriters have issued this policy and any endorsements in reliance upon those representations; and

FAILURE TO COMPLY WITH ANY OF THE WARRANTIES ABOVE VOIDS COVERAGE.

### SHORT RATE CANCELLATION TABLE

A. For insurance's written for one year:

Days	Per Cent of
<b>Insurance</b> in force	<b>On Year</b> Premium
1 - 54	25
55 - 58	26
59 - 62 (2 Months)	27
63 - 65	28
66 - 69	29
70 - 73	30
74 - 76	31
77 - 80	32
81 - 83	33
84 - 87	34
88 - 91 (3 Months)	35
92 - 94	36
95 - 98	37
99 - 102	38
103 - 105	39
106 - 109	40



110 - 113	.....	41
114 - 116	.....	42
117 - 120	.....	43
121 - 124	(4 Months) .....	44
125 - 127	.....	45
128 - 131	.....	46
132 - 135	.....	47
136 - 138	.....	48
139 - 142	.....	49
143 - 146	.....	50
147 - 149	.....	51
150 - 153	(5 Months) 52 .....	
154 - 156	.....	53
157 - 160	.....	54
161 - 164	.....	55
165 - 167	.....	56
168 - 171	.....	57
172 - 175	.....	58
176 - 178	.....	59
179 - 182	(6 Months) .....	60
183 - 187	.....	61
188 - 191	.....	62
192 - 196	.....	63
197 - 200	.....	64
201 - 205	.....	65
206 - 209	.....	66
210 - 214	(7 Months) .....	67
215 - 218	.....	68
219 - 223	.....	69
224 - 228	.....	70
229 - 232	.....	71
233 - 237	.....	72
238 - 241	.....	73
242 - 246	(8 Months) .....	74
247 - 250	.....	75
251 - 255	.....	76
256 - 260	.....	77
261 - 264	.....	78
265 - 269	.....	79
270 - 273	(9 Months) .....	80
274 - 278	.....	81
279 - 282	.....	82
283 - 287	.....	83
288 - 291	.....	84
292 - 296	.....	85
297 - 301	.....	86
302 - 305	(10 Months) .....	87
306 - 310	.....	88
311 - 314	.....	89
315 - 319	.....	90
320 - 323	.....	91
324 - 328	.....	92
329 - 332	.....	93

333 - 337	(11 Months)	94
338 - 342		95
343 - 346		96
347 - 351		97
352 - 355		98
356 - 360		99
361 - 365	(12 Months)	100

B. For Insurance written for more or less than one year:

1. If Insurance has been in force for 12 months or less, apply the standard short rate table for annual Insurance's to the full annual Premium determined as for an Insurance written for a term of one year.
2. If Insurance has been in force for more than 12 months:
  - a. Determine full annual Premium as for an Insurance written for a term of one year.
  - b. Deduct such Premium from the full Insurance Premium, and on the remainder calculate the pro rata earned Premium on the basis of the ratio of the length of time beyond one year the Insurance has been in force to the length of time beyond one year for which the Insurance was originally written.
  - c. Add Premium produced in accordance with items (a) and (b) to obtain earned Premium during full period Insurance has been in force.

## **ENDORSEMENT**

This endorsement, effective 12:01 forms a part of Policy No. issued to by Zodiac Insurance Services, Inc.

## **EXCLUSION ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **GENERAL LIABILITY FOR ENTERTAINMENT DEVICES**

In consideration of the premium charged, it is understood and agreed that the following **EXCLUSIONS** are added to this policy:

Based on or arising out of any live entertainers including but not limited to comedians, hypnotists, and all other performance based entertainment;

Based on or arising out of Molestation, Assault, and/or Battery;

Based on or arising out of live shows involving animals;

Based on or arising out of the any adult-themed entertainment and or entertainment of a sexual nature;

Based on or arising out of the service of alcoholic beverages by the insured;

All other provisions remain unchanged.

**COMMERCIAL GENERAL LIABILITY  
CG 21 73 01 08**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

IL 00 21 09 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

IL P 001 01 04

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**U.S. Terrorism Risk Insurance Act of 2002 as amended****Not Purchased Clause**

*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.*

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5219

12 January 2015



## **LLOYD'S PRIVACY POLICY STATEMENT**

### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

**RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**

**CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03

LSW1135B

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

LMA3100

**SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001

**GENERAL CHANGE ENDORSEMENT**

This endorsement, effective 12:01 03/18/2019 forms a part of Policy No. ZISGL01 issued to 542 Holding Corp; 60G 542 Broadway Owner, LLC by Zodiac Insurance Services

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following policy.

**EVENTS LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

In consideration of the premium charged it is understood and agreed that the policy is amended as follows:

The policy limits provided on the declarations page for the time period of 5/12/15 to 5/12/16 shall be \$3,000,000.

The policy limits provided on the declarations page for all other time periods within the policy period shall be \$10,000.

All other terms and conditions of this policy remain unchanged